



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Spencerport Central School District and Spencerport Transportation Association (2005)**

Employer Name: **Spencerport Central School District**

Union: **Spencerport Transportation Association**

Local:

Effective Date: **07/01/2005**

Expiration Date: **06/30/2009**

PERB ID Number: **6256**

Unit Size:

Number of Pages: **26**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

between

SUPERINTENDENT OF SCHOOLS

**Spencerport Central School District
Spencerport, New York**

and

SPENCERPORT TRANSPORTATION ASSOCIATION

July 1, 2005 - June 30, 2009

TABLE OF CONTENTS

Article		Page
	PREAMBLE	1
1	Recognition	1
2	Saving Clause	1
3	Grievance Procedure	1
	A. Declaration of Purpose	1
	B. Definition of Terms	2
	C. Procedures	2
	D. Time Limits	3
	E. Stages of Grievance Procedure	4
	Informal Stage	4
	5.1 Assistant Superintendent for Business	4
	5.2 Superintendent of Schools	4
	5.3 Board of Education	4
	5.4 Arbitration	5
4	Seniority and Layoff	5
5	Bidding	6
6	Contract Drivers without Assigned Runs	7
7	Field/Sport and Extra Trips	7
8	Contract Drivers as Substitutes	8
9	Drivers Assisting as Trainers	8
10	Salary	8
11	Longevity	9
12	Other Salary Provisions	10
13	Attendance Incentive	10
14	Payment for Absences-Paid Absences	10
15	Paid Holidays	10
16	Sick Leave	10
17	Personal Days	11
18	Illness in Family	13
19	Bereavement	13
20	Family and Medical Leave Act	14
21	Leaves of Absence	14
22	Jury Duty	14
23	Emergency Closing of Facilities	14

Article		Page
24	Health Insurance	15
25	Workers Compensation.....	18
26	Fingerprinting	19
27	Physical Examinations	19
28	Drug/Alcohol Testing	19
29	Physical Standard Act	20
30	Physical, Written Tests and License Checks	20
31	Social Security Coverage.....	20
32	Retirement Provisions.....	21
33	Direct Deposit	22
34	Payroll Distribution.....	22
35	Duration of Agreement	35
	Appendix A	

PREAMBLE

THIS AGREEMENT made and entered into this 14th day of December, 2005, by and between the Superintendent of Schools of Spencerport Central School District, on behalf of the Spencerport Central School District Board of Education (hereinafter referred to as the "board"), and the Spencerport Transportation Association (hereinafter referred to as the "association").

WITNESSTH:

The parties herewith agree to the following contract to be governing the parties pursuant to the Taylor Law of the State of New York for the 2005-06, 2006-07, 2007-08 and 2008-09 school years, as follows:

Article 1 - RECOGNITION

Pursuant to the Public Employees Fair Employment Law, as amended, the Spencerport Central School District hereby recognizes the Spencerport Transportation Association as the exclusive bargaining representative for all bus drivers employed under contract excluding the Director of Transportation, head bus driver, the driver trainer(s) and substitute drivers.

Article 2 - SAVINGS CLAUSE

Should any state court decide that any given clause of this agreement is not in accordance with a state or federal statute, this shall not nullify the remaining clauses in this agreement.

Article 3 - GRIEVANCE PROCEDURES

Section A. Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the board of education and its unit members is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of unit members and by which the board of education (hereinafter referred to as the board) and its unit members are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section B. Definition of Terms

- 2.1 A grievance is a complaint by a member of the Spencerport Transportation Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- 2.2 The term immediate supervisor shall mean the Director of Transportation.
- 2.3 Superintendent of schools is the chief officer of the district.
- 2.4 Association shall mean Spencerport Transportation Association.
- 2.5 Aggrieved party shall mean any person or group of persons of the negotiating unit filing a grievance.
- 2.6 Party in interest shall mean any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance committee is the committee created and constituted by the Spencerport Transportation Association.
- 2.8 Hearing officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
- 2.9 Board shall mean board of education.

Section C. Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the section of the agreement involved in the said grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for the Informal Stage, all decisions shall be rendered in writing, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision after the Informal Stage shall be promptly transmitted to the unit member.
- 3.3 If a grievance affects a group of unit members it may be submitted by the association directly at Stage I described below.
- 3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid periods of interruption of work. No overtime shall be granted when the processing of a grievance extends beyond or before the regular work day.
- 3.5 The board of education and the association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance, except where it violates a confidence of an individual.
- 3.6 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

- 3.7 Forms for filing grievances, Appendix A, shall be printed and distributed by the superintendent of schools so as to facilitate operation of the grievance procedure.
- 3.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.9 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the association, provided the adjustment is not inconsistent with the terms of this agreement and the association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.10 If any provision of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.11 The superintendent of schools or his designated representative shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than the Informal Stage.

The official grievance record shall be available for inspection and/or copying by the aggrieved party, the grievance committee and the board but shall not be deemed a public record.

Section D. Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within ten (10) work days after the unit member knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section E. Stages of Grievance Procedure

Informal Stage

A unit member having a grievance will discuss it with his immediate supervisor with the objective of resolving the matter informally. If resolved, a record must show that this matter has been resolved.

5.1 Stage 1 Assistant Superintendent for Business

If the grievance is not resolved informally, it shall be reduced to writing and presented to the assistant superintendent for business within five (5) work days or less following the informal stage.

Individual unit member grievances must be written on the official grievance form and must indicate written approval of the association's grievance committee prior to any consideration by the district.

The assistant superintendent for business shall render a decision thereon, in writing, within ten (10) work days or less after the written grievance is presented, and present it to the unit member, his/her representative, and the association.

5.2 Stage 2 Superintendent of Schools

- a. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under this grievance procedure, the unit member shall, within five (5) work days, present the grievance to the association's grievance committee for its consideration.
- b. If the grievance committee determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage I with the superintendent of schools, within five (5) work days after the unit member has received such written decision. Copies of the written decision at Stage I shall be submitted with the appeal.
- c. Within ten (10) work days or less after receipt of the appeal, the superintendent of schools, or his/her duly authorized representative, shall hold a hearing with the unit member and the grievance committee or its representative and all other parties in interest.
- d. The superintendent of schools or his/her designee shall render a decision in writing to the unit member, the grievance committee and its representative within five (5) work days or less after the conclusion of the hearing.

5.3 Stage 3 Board of Education

- a. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further under this grievance procedure, the unit member shall, within five (5) work days, appeal the superintendent of school's decision to the association's grievance committee.
- b. If the grievance committee determines that the unit member has a legitimate appeal, then it will file a written appeal of the decision at Stage 2 with the board of education, within five (5) work days after the unit member has received such written decision. Copies of the written decision at Stage 2 shall be submitted with the appeal.

- c. Within ten (10) work days or less after receipt of the appeal, the superintendent of schools, or his/her duly authorized representative, shall hold a hearing with the unit member and the grievance committee or its representative and all other parties in interest.
- d. Within five (5) school days after the conclusion of the hearing, the board of education shall render a decision, in writing, to the unit member and the grievance committee.

5.4 Stage 4 Arbitration

- a. After such a hearing, if the unit member and/or association are not satisfied with the decision at Stage 3, and the association determines that the grievance is meritorious and appealing it is in the best interest of the unit member, it may submit the grievance to arbitration by written notice to the board of education within fifteen (15) work days of the decision at Stage 3.
- b. Within fifteen (15) school days or less after such written notice of submission to arbitration, the board of education and the association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the board of education and the association.

Article 4 - SENIORITY AND LAYOFF

- a. Seniority. To determine seniority, the date a unit member starts as a contract unit member shall be his/her seniority date. In the event two or more persons start the same day, seniority shall be determined by the date hired by the board of education. In the event of more than one being hired by the board at the same time, seniority shall be determined by the drawing of lots between such persons. This drawing is to be held by the Director of Transportation and witnessed by an officer of the association.
- b. Posting. To keep drivers informed of current seniority status, a seniority list will be posted on the bulletin board in the drivers' room in September and again in January of each school year.
- c. Layoff. Layoff or necessary reduction in hours shall be by seniority within the bargaining unit beginning with the least senior unit member.

- d. Recall. In the event of a vacancy the district shall fill such position on a recall basis by rehiring the most recently laid off driver, providing that such driver has received satisfactory evaluations while a unit member of the district.

In the event that more than one unit member was laid off on the same day, recall shall be determined on a seniority basis from the date of board of education appointment.

If a driver is to be recalled, he/she shall be so notified in writing by the transportation department. The driver shall be given five (5) work days to notify the district in writing of his/her acceptance or rejection of this recall to work. If the unit member rejects the recall or does not notify the district, the employer shall proceed to enforce the recall provisions for the second driver on the list.

Article 5 - BIDDING

A. Bidding Routes

Regular and extra driving assignments shall be determined by bidding. Bidding shall be conducted on a seniority basis. A meeting shall be held each year at a time and place mutually agreed upon by the association and the Director of Transportation for the purpose of bidding for assignments. In the event that a mutually agreed upon date cannot be selected as between the association and the Director of Transportation, the Assistant Superintendent for Business shall select the date for such meeting. His decision shall be final.

Two bid lists shall be developed prior to the start of the school year. One list will be for regular driving assignments and one list will be for extra driving assignments. The association may review the lists before they are bid.

Unless a vacancy occurs, a bid shall be final and binding for the duration of the school year.

In the event that a new/temporary run occurs, the run shall be posted. The run shall be awarded on a seniority basis for the available drivers bidding the run. The Director of Transportation shall determine a driver's availability.

No driver may bid a combination of runs which exceed a total of 39.5 hours per week. No driver may be assigned a field/sport trip if the expected total weekly hours of their runs plus the field/sport trip(s) would exceed 39.5 hours in that particular week. When the work week is less than five (5) paid days, the above drivers will receive priority in assignments of field/sport trip runs.

B. Mid-year Transitions

The routes filled by drivers leaving the employ of the district during the school year, or those of drivers receiving new routes during a bidding period, will be placed up for bid twice each school year. The first bidding period will begin thirty (30) calendar days before the last school day prior to Thanksgiving recess. The next bidding period will begin thirty (30) days before the last school day prior to the mid-winter recess.

All unencumbered runs will be posted for no less than three (3) school days. Unit members interested in the position must submit notice of their interest to the Director of Transportation, or his/her designee, during the posting period. The run shall be awarded on a seniority basis.

Runs awarded in the two bidding periods will begin on the first school day after the designated recess period. Runs that become available after the mid-winter recess will be filled by new contract drivers for the remainder of the school year.

Runs becoming available during the first two periods (beginning of school to the last school day before Thanksgiving recess and the first day after Thanksgiving recess to the last school day before mid-winter recess) will be filled by substitute drivers until filled as per above.

Article 6 - CONTRACT DRIVERS WITHOUT ASSIGNED RUNS

Using the bidding procedures as outlined in Article 19, the district may employ bus drivers, under contract, without being assigned specific runs. These drivers will be used to fill in for absent drivers. In the case of trips and scheduled special runs, the current bidding practice will be used. These drivers will be guaranteed a minimum of three (3) hours pay for each day school is in session, excluding the last two weeks of the school year.

Article 7 - FIELD/SPORT AND EXTRA TRIPS

- A. Upon cancellation of an extra trip and without notification to the driver at least thirty (30) minutes prior to the start of the trip, the district agrees to pay one-half of the trip pay based upon the estimated normal time for the trip and computed at the driver's regular hourly rate.
- B. Upon cancellation of an extra trip that is scheduled to take place on a driver's regular day off (as on a Saturday), this notification shall be at least two (2) hours before scheduled time of trip. If the district fails to notify the driver in conformity with the above, the district agrees to pay one-half the trip pay based upon the estimated normal time for the trip computed at the driver's regular hourly rate.
- C. All field/sport trips shall be paid at the driver's regular hourly rate of pay.
- D. When the district mandates that a field or sport trip be split, the driver shall be compensated not less than two hours at his/her regular hourly rate for each half of the trip. For the purpose of this paragraph, a split trip shall be defined as any field or sport trip where the district requires a driver, or drivers, to make a return trip to the district and requires exit and re-entry of the time clock prior to the return trip to pick up the students.
- E. Field/sport trips and extra trips shall be driven only by regular contract drivers. In cases where no regular contract driver can reach the pick-up spot at the required departure time, a substitute driver shall be assigned to all or part of the regular run at the discretion of the Director of Transportation. The regular contract driver will then proceed with the trip assignment.
- F. A driver who makes any sport or field trip on a Saturday, Sunday, holiday or school recess period when the Spencerport School District is not in session and school bus service would otherwise not be provided, will be paid a two (2)-hour minimum.

Article 8 - CONTRACT DRIVERS AS SUBSTITUTES

1. A bid run for the purposes of this article is a regular bid run awarded to another driver that is less than one hour, and
2. Any contract driver substituting in a bid run will receive no less than one (1) hour of compensation if they are "off the clock" for more than fifteen (15) minutes.

Article 9 - DRIVERS ASSISTING AS TRAINERS

The district may engage unit members to assist supervisory staff in the training of non-unit member drivers. All training opportunities and its duration will be posted. Unit members assisting in the training of new bus drivers will be paid their regular hourly rate.

Drivers assisting in the training of new drivers must have:

- a. a minimum of three (3) years experience driving a school bus¹, and
- b. no preventable/chargeable accidents in the last three (3) years, and
- c. no preventable incidents in the last year, and
- d. excellent communication and interpersonal skills to support the training of new drivers.

Seniority will determine the rotation cycle for the assignment of drivers chosen to assist with training. In the event the Director of Transportation proposes a change in the rotation, he/she will meet with the Association president to reach mutual agreement.

- ¹ If the training is for a wheelchair bus, the experience would be three (3) years experience driving a school bus with a wheelchair lift.

Article 10 - SALARY

A. Salary Schedules for 2005-06, 2006-07, 2007-08 and 2008-09

YEARS:	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
RATES:				
Starting:	\$12.04	\$12.24	\$12.68	\$13.17
1 or more but less than 3 yrs	\$12.89	\$13.09	\$13.53	\$14.02
3 or more but less than 6 yrs	\$13.41	\$13.61	\$14.05	\$14.54
6 or more but less than 9 yrs	\$13.97	\$14.17	\$14.61	\$15.10
9 or more but less than 12 yrs	\$14.26	\$14.46	\$14.90	\$15.39

YEARS:	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
12 or more but less than 15 yrs	\$15.57	\$15.77	\$16.21	\$16.70
15 or more yrs.	\$18.44	\$18.64	\$19.08	\$19.57

Notes: At the expiration of the agreement, this salary schedule will have no Triborough effect.

B. Minimum Guarantee

Full-time drivers (those who have both AM and PM elementary and secondary runs) are guaranteed a minimum of three (3) hours pay for each day school is in session.

The last two weeks of the student school year are excluded from this guarantee.

C. Method of Payment

Drivers shall be paid their hourly rate for the days of actual driving beginning with the first day of school and ending on the last day of school. This provision applies to all drivers for their regular run assignments, including kindergarten, WeMoCo and activity runs.

D. Start-Up Time

A period of 15 minutes shall be allocated before the scheduled departure for the first run of the day for any bus. A period of five (5) paid minutes shall be allocated before the scheduled departure for any subsequent runs during the day for any bus. This time shall be for the purpose of maintenance and inspection of vehicles.

E. Wages for New Contract Drivers

The hourly wage for new unit members with previous school bus driving experience will be no higher than other unit members with equal experience up to a maximum of four years previous experience. (e.g., a new unit member with three years experience would not be hired at an hourly rate exceeding a current unit member with three years experience). The district will consult the unit president to request exceptions in special situations relative to hiring a new unit member.

Article 11 - LONGEVITY

Longevity step(s) shall be granted to all drivers as follows:

- \$250 - upon the completion of 10 years of service.
- \$550 - upon the completion of 15 years of service.
- \$600 - upon the completion of 20 years of service.
- \$600 - upon the completion of 25 years of service.

The payments above are not retroactive and all payments will be paid on the date due (anniversary date). A unit member who has received prior longevity will continue to receive this award.

Once a longevity award is received, the unit member will continue to receive this payment in succeeding years for the duration of his/her employment.

Article 12 - OTHER SALARY PROVISIONS

All extra driving and compulsory meetings shall be paid at each unit member's regular hourly rate.

Article 13 - ATTENDANCE INCENTIVE

In each year of the agreement, all contract drivers will receive a bonus for attendance based on the prior year's record, according to the following schedule:

No sick leave used in:	<u>05-06</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Unit member receives:	\$100	\$100	\$100	\$100

In order to qualify for the incentive, unit members must be employed for a full year's duration (first student day of the school year to the last student day of the school year). The above guidelines apply for 2005-06, 2006-07, 2007-08, and 2008-09. This stipend shall be paid on the second pay date in September.

Article 14 - PAYMENT FOR ABSENCES / PAID ABSENCES

Payment for daily absences shall be determined by computing the average wage over the five (5) days of actual driving immediately preceding the day(s) of absence. Earnings based on daily assignment including any regularly assigned extra driving shall be used in determining the payment for absence.

Article 15 - PAID HOLIDAYS

All unit members working the entire contract year shall be entitled to the seven (7) paid holidays. Unit members starting after September 1 are entitled to the holidays that occur after their start date in their first year. Payment for the holidays shall be made in the payroll reporting period when the holiday occurs.

The seven (7) paid holidays shall be Columbus Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King, Jr. Day, Good Friday and Memorial Day.

Article 16 - SICK LEAVE

A. Unit members will be credited with all previously accumulated sick leave, and shall accrue additional sick days as follows:

Effective July 1, 2005 all contract bus drivers will earn 0.5 sick days per payroll period, with a maximum accrual of 10 sick days per contract year.

Unit members may accrue up to 145 days of unused sick leave.

- B. Should a unit member exhaust their accumulated sick leave, the district will advance the unit member additional sick leave, up to the amount that can be earned in the remainder of the current contract year. Should a unit member leave the employ of the district and has been advanced additional sick leave, the district will deduct the salary equivalent for the advanced sick leave from the unit member's last payroll. In the event that the unit member does not provide adequate notice of leaving the employ of the district, the district can use any form of collection to recover the salary equivalent for the advanced sick leave.
- C. A unit member who has exhausted his/her sick time allowance as per A. and B. above, may apply to the Superintendent of Schools for additional sick leave and upon his/her recommendation the request may be forwarded to the Board of Education. The Superintendent of Schools reserves the right to request and receive supporting documentation for any illness, including doctor's verification. The granting or denial of additional sick leave is at the sole discretion of the Board of Education.
- D. The unit member may request an unpaid medical leave of absence for their own personal qualifying illness from the Board of Education should they exhaust their benefits provided by the Family Medical Leave Act (FMLA). The unit member may request this unpaid medical leave of absence for duration not to exceed three calendar months (including July and August) from the last day of their exhausted FMLA leave. The Superintendent of Schools reserves the right to request and receive supporting documentation for any illness, including verification from the unit member's physician and/or the district's school physician, before taking the unit member's request to the Board of Education. The granting or denial of this unpaid medical leave of absence request will be at the sole discretion of the Board of Education. Additionally, as a separate decision, the Board of Education may approve or reject the unit member's request to maintain his/her health insurance coverage at his/her normal contribution for the duration of an approved unpaid medical leave of absence. The granting or denial of the unit member's request to continue his/her health insurance coverage at his/her normal contribution for the duration of the approved unpaid medical leave of absence will be at the sole discretion of the Board of Education. Any unpaid medical leave of absence approved under this section will be subtracted from the contractual benefit of Article 10 if requested for medical reasons.

Article 17 - PERSONAL DAYS

A. Unit members working 27.5 hours or more per week

After twelve months from date of hire, all unit members working 27.5 or more hours per week shall be entitled to two (2) personal days per year, non-cumulative at the start of the new contract year.

New unit members hired on or before January 31 will receive one (1) personal day, non-cumulative, after five months of continuous employment and two (2) days at the start of the next contract year.

New unit members hired after January 31 will receive two (2) days, non-cumulative, after five months of continuous employment (not counting July and August) and two (2) days at the start of the next contract year after their initial five months of continuous employment (not counting July and August)

B. Unit members working less than 27.5 hours per week

After twelve months from date of hire, all unit members working less than 27.5 per week shall be entitled to one (1) personal day per year, non-cumulative at the start of the new contract year.

New unit members hired on or before January 31 will receive one-half (0.5) personal day, non-cumulative, after five months of continuous employment and one (1) days at the start of the next contract year.

New unit members hired after January 31 will receive one (1) day, non-cumulative, after five months of continuous employment (not counting July and August) and one (1) day at the start of the next contract year after their initial five months of continuous employment (not counting July and August).

C. All unit members

The "Absence Request/Authorization" form must be submitted in writing to the Assistant Superintendent of Schools via the immediate supervisor five (5) days before the date requested. The unit member must state the specific reason for requesting a personal day. Requests will be considered that arise as a result of an emergency.

All decisions rendered by the Assistant Superintendent of Schools, or his/her designee, regarding personal days shall be final.

Personal days are to be used only for personal business that cannot be conducted outside the normal workday. Personal days may also be taken for necessary travel time connected with such business. It is expressly understood, however, that personal leave shall not be used for social or recreational activity or to extend a vacation. The following is a list of possible examples but is not intended to be inclusive:

1. Legal business.
2. Family business such as graduation in the immediate family or own graduation, taking a child to a college for an interview and visitation.
3. Taking a member of the immediate family to or from a hospital.
4. To be at the hospital on the day of an operation on a member of the immediate family.
5. Personal nature.
6. Emergencies requiring personal attention.
7. Medical appointments which cannot be scheduled outside the workday.

If the reason is not listed above, the unit member must state the specific reason for review by the Assistant Superintendent of Schools, before approval.

Normally, requests for personal days will not be approved for the day before or the day after a holiday or school recess. A unit member may submit a special request for personal leave on the day before or day after a holiday or school recess. Special requests will be submitted to the Assistant Superintendent of Schools via the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. Under these circumstances, unit members may not cite "personal nature" as reason for requesting personal leave (that is, the reason given must be more specific); the unit member may verbally share with the Director of Transportation, or his/her designee, or the Assistant Superintendent of Schools, in confidence, the need for the request. The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent of Schools, or his/her designee, regarding personal days shall be final.

Special requests for additional personal days will be submitted to the Assistant Superintendent of Schools via the immediate supervisor and will be determined on a case-by-case basis with a view

to the particular circumstances involved. The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent of Schools, or his/her designee, regarding additional personal days shall be final.

D. Unused personal leave

Unused personal leave at the end of the school year converts into sick leave for the next school year.

Article 18 - ILLNESS IN FAMILY

- A. Effective November 28, 2001 for the remainder of the 2001-02 contract year, unit members working 27.5 hours or more per week will receive one (1) family day, non-cumulative, to attend to illnesses of members of the immediate family. Unit members will report their use of family days on the district Absence/Leave reporting form.
- B. Effective November 28, 2001 for the remainder of the 2001-02 contract year, unit members working less than 27.5 hours per week will receive one-half (0.5) family day, non-cumulative, to attend to illnesses of members of the immediate family. Unit members will report their use of family days on the district Absence/Leave reporting form.
- C. Effective July 1, 2002, all unit members working 27.5 hours or more per week will receive two (2) family days per year, non-cumulative, to attend to illnesses of members of the immediate family. Unit members will report their use of family days on the district Absence/Leave reporting form.
- D. Effective July 1, 2002, all unit members working less than 27.5 hours per week will receive one (1) family day per year, non-cumulative, to attend to illnesses of members of the immediate family. Unit members will report their use of family days on the district Absence/Leave reporting form.

Family days consist of illness of members of the immediate family, hospital visits, or any emergency that involves members of the immediate family. Under special circumstances, family days may include taking immediate family members for hospital tests, dental or doctor appointments where the immediate family members are unable to attend these appointments by themselves. Immediate family is defined as spouse, children (or step children, or children for whom unit member is legal guardian) and parents of unit member.

Article 19 - BEREAVEMENT

- A. The district shall provide each unit member with up to three (3) days paid absence for a death in the family. Family shall consist of mother, father, son, daughter, sister, brother, husband, wife, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother-in-law, grand-father-in-law, brother-in-law, sister-in-law, grandchild, or a legally adopted child or relative having the unit member's house as a regular place of abode.
- B. A unit member in the unit may request of the superintendent of schools and may be granted additional bereavement days due to extenuating circumstances.

- C. Bereavement leave of one (1) day shall be granted for the death of a near relative or close associate.

Article 20 - FAMILY MEDICAL LEAVE ACT

The provisions of the Family and Medical Leave Act as adopted by the district shall be extended to the Spencerport Transportation Unit effective July 1, 1997.

Article 21 - LEAVES OF ABSENCE

After one and one-half years of continuous district service, all members of the transportation association shall be eligible for a leave of absence for a period of up to one (1) full year, from the first day of absence, without pay. Said leave of absence is at the sole and exclusive discretion of the board of education; and if the same is approved the unit member shall return to the employment of the school district at the same salary level as the time of commencement of the leave. No loss of seniority rights will occur while the leave is in effect, except that a unit member on leave of absence shall be authorized to continue membership in the district health insurance program with all premiums therefore becoming the responsibility of the unit member.

Article 22 - JURY DUTY

School personnel, like other good citizens, are expected to serve on juries when summoned. All unit members shall be paid an average full day's compensation computed in accordance with Article 20 for each full assigned workday they perform Jury Duty. All unit members will be paid a prorated average full day's compensation computed in accordance with Article 20 for each partial day they perform Jury Duty. Any amount paid by the court will be deducted from the regular salary.

Article 23 - EMERGENCY CLOSING OF FACILITIES

- A. In the event that it shall be necessary to close the schools as a result of inclement weather or other emergency situations, all drivers shall be paid an average full day's pay, computed in accordance with Article 20, to be the average wage over the five (5) days of actual driving immediately preceding the emergency closure date.
- B. In the event that the closing of a non-district school shortens a unit member's work day, that unit member will be offered work before a sub-driver. This will not apply to substitutes who have been hired for an extended period of time (more than two consecutive days). This only applies when the district has received notice of the shortened school day at least 24 hours prior to the affected day.

- C. In the event that drivers are held by the transportation director in an “on call” status, for example during bomb threats, drivers shall be compensated for the time spent “on call” at their regular hourly rate.
- D. In the event that school is closed as a result of inclement weather or other emergency situations, a driver who has requested either a sick day, a personal day, or has been granted an excused absence, shall have such request deemed null and void, and said driver shall be compensated in accordance with paragraph A.

Article 24 - HEALTH INSURANCE

1. Active unit members

A. Eligibility for Benefits

All unit members will be eligible to enroll in any of the dental, vision and medical insurance plans offered by the district and available to unit members.

B. Cost Sharing of Premiums

Effective January 1, 2006, the District’s rate of contribution for health insurance premiums will be as follows:

1. New unit members hired on or after December 14, 2005

a. Initial rate of contribution:

Medical – the monetary equivalent of 75% of BluePoint2 Select.

Vision – 75% of the monthly premium for the district’s vision plan.

Dental – 75% of the monthly premium for the district’s dental plan.

b. First January 1st after the completion of four years of employment as a district bus driver:

Medical – the monetary equivalent of 85% of BluePoint2 Select.

Vision – 75% of the monthly premium for the district’s vision plan.

Dental – 75% of the monthly premium for the district’s dental plan.

2. Unit members employed as a district bus driver prior to December 14, 2005

Medical – the monetary equivalent of 85% of BluePoint2 Select.

Vision – 75% of the monthly premium for the district’s vision plan.

Dental – 75% of the monthly premium for the district’s dental plan.

C. Medical Insurance

- 1. Effective January 1, 2006, unit members (and retired unit members under the age of 65 on January 1, 2006) in the Spencerport Transportation Association will participate in the BluePoint2 medical insurance plans or any district offered medical insurance plans available to unit members.

2. Effective January 1, 2006, the medical insurance plan on which the district's monetary contributions will be based for all unit members is BluePoint2 Select. The unit member may apply the district's monthly monetary contribution for medical insurance towards the premiums of any district offered medical insurance plan available to unit members; not to exceed the percentage paid by the district for the BluePoint2 Select medical insurance plan.
3. The level of benefits for the BluePoint2 Select medical insurance plan will not be less than the benefits of the corresponding community rated medical insurance plan (excluding guest memberships and out-of-network provision).

D. Flexible Spending Accounts

Unit members shall be eligible to enroll in the district's Flexible Spending Account program. This plan will comply with the IRS rules and regulations governing such programs. The district will solicit input from the Association before selecting a new third-party agency to administer this program.

2. Retirement Health Insurance

A. Eligibility

Unit members who have completed 20 years of continuous service in the district, and are retiring from the district, and have applied and are eligible for retirement benefits from the New York State Employees' Retirement System at the time of retirement will be eligible for retiree health insurance.

B. Cost Sharing of Premiums in Retirement

1. Contract drivers who were employed by the district on July 1, 1998 and are members of Tier 1 or 2 of the New York State Employees Retirement System and retire before July 1, 2006 (with irrevocable notice provided as consistent with Article 11), and are eligible for health insurance in retirement as per section 2A of this article, will receive retiree health insurance benefits as follows:
 - a. The district contribution in retirement for the district's dental plan will be equal to 100% of the premium.
 - b. The district contribution in retirement for the district's vision plan will be equal to 100% of the premium.
 - c. The district contribution in retirement for medical insurance will be equal to 100% of the premium for any district plan available to unit members. When first Medicare eligible, unit members must enroll in Medicare Part B.
2. Contract drivers who were employed by the district as of July 1, 1998 and are members of Tier 1 or 2 of the New York State Employees Retirement System and retire on or after July 1, 2006 (with irrevocable notice provided as consistent with Article 11), and are eligible for health insurance in retirement as per section 2A of this article, will receive retiree health insurance benefits as follows:
 - a. The District contribution in retirement for the district's dental plan will be equal to 100% of the premium.

- b. The district contribution in retirement for the District's vision plan will be equal to 100% of the premium
- c. The district's monetary contribution in retirement for medical insurance will be equal to 100% of the premium for BluePoint2 Select (single or two person coverage) until first eligible for Medicare. When first Medicare eligible, unit members must enroll in Medicare Part B. When first Medicare eligible, the district's monetary contribution in retirement will be equal to 100% of the premium for the RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40.

The retired unit member may apply the District's monetary contribution to any medical insurance plan offered by the district and available to unit members, not to exceed the percentage paid by the District for the aforementioned plans.

Unit members will be responsible for the portion of their medical insurance premium exceeding the District's contribution (see section 2C).

- 3. All contract drivers not identified in 2.B.1 and 2.B.2 of this article and retire on or after December 14, 2005 (with irrevocable notice provided as consistent with Article 11), and are eligible for health insurance in retirement as per section 2A of this article, will receive retiree health insurance benefits as follows:

- a. The District's contribution in retirement for the District's dental plan will be equal to the same percentage that the District contributed on the unit member's last day of employment.

Unit members will be responsible for the portion of their dental insurance premium exceeding the District's contribution (see section 2C).

- a. The District's contribution in retirement for the District's vision plan will be equal to the same percentage that the District contributed on the unit member's last day of employment.

Unit members will be responsible for the portion of their vision insurance premium exceeding the District's contribution (see section 2C).

- c. The District's monetary contribution in retirement for medical insurance will be equal to the same percentage that the District contributed for BluePoint2 Select on the unit member's last day of employment as applied to the single or two-person premium for BluePoint2 Select until the unit member is first eligible for Medicare. When first Medicare eligible, unit members must enroll in Medicare Part B. When Medicare eligible, the District's monthly monetary contribution will be equal to 80% of the RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40.

The retired unit member may apply the District's monetary contribution to any medical insurance plan offered by the district and available to unit members, not to exceed the percentage paid by the District for the aforementioned plans.

Unit members will be responsible for the portion of their medical insurance premium exceeding the District's contribution (see section 2C).

C. Payment of Premiums

Retired unit members owing money to the District for health insurance premiums will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill and provided with notice that coverage will be terminated if their payment is not received within 30 days of the due date. Should a retired unit member's coverage be terminated, the retired unit member may re-enroll at the next open enrollment period. The language in this section applies to all retired unit members.

D. Portability

Unit members who retire from the District who are eligible for District health insurance in retirement who relocate to another state or region and establish legal residence and who join a health insurance plan different from those offered by the District because the District plan does not provide coverage or benefits will have up to the dollar equivalent of the District contribution for health insurance, as specified in Article 7 section 2B, reimbursed by the District upon receipt of a paid health insurance provider's quarterly bill. In no case will the District payment to the unit member exceed the cost of the health insurance plan selected by the retired unit member.

3. BluePoint2 and Major Medical

Active and retired unit members who enroll in a BluePoint2 medical insurance plan may not also be enrolled in the district's major medical plan.

4. Loss of Coverage

An eligible unit member who has elected to not participate in the district's medical, dental, and/or vision insurance plans because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

5. Survivors of active unit members and retirees

A. The benefits detailed in this article shall not be paid for the survivors of any active unit members or the survivors of any retiree.

B. Survivors of an active unit member or retired unit member may continue to participate in the district's health insurance plans consistent with the Federal COBRA Law.

Article 25 - WORKERS COMPENSATION

- A. Any unit member who is injured on the job shall notify his/her immediate supervisor. The unit member shall fill out the appropriate accident form within 24 hours from the time of injury and submit the form to the Human Resources office. The unit member requiring medical care should inform his/her doctor of this work-related injury and request any medical bills are sent to the district's worker's compensation provider.
- B. Only the doctor can make the determination, in writing, if a unit member cannot work or when he/she can return to work. No one else, including the unit member, can make that determination.

- C. When a unit member is not able to work due to work related injury, the first five (5) work days or seven (7) calendar days is defined as a waiting period and is not reimbursable by Worker's Compensation. However, if the unit member is out of work for more than 14 calendar days, the reimbursement begins at day one with no waiting period.
- D. The unit member may use eligible leave time to provide a continuation of normal wages. The unit member must also apply for a Family Medical Leave of Absence (see Article 27). Eligible leave time includes sick leave and personal days. The unit member cannot use family emergency leave since this can only be used for the illness of a member of the immediate family and not the unit member's own illness.
 - 1.) It is the unit member's decision, in writing, of the amount and type of eligible leave time he/she may use to provide a continuation of normal wages.
 - 2.) When a unit member uses all eligible leave time; the payroll/attendance clerk should notify the unit member, Human Resources, and the district's worker's compensation provider. At this point, the unit member will begin to receive compensation from the district's worker's compensation provider.
 - 3.) When the unit member returns to work, the unit member should request from the Worker's Compensation Board a settlement for the use of leave time while out on a work-related injury. When the Worker's Compensation Board reaches a decision, the district's worker's compensation provider will issue a check to the Spencerport Central School District. Since the unit member has received prior payment through payroll using available leave time, the district, after receiving payment from the district's worker's compensation provider, shall restore to the unit member leave time equal in value to the payment amount received.

Article 26 - FINGERPRINTING

The district will pay the New York State fees for the fingerprinting of all unit members who are employed within the district after July 1, 1986.

Article 27 - PHYSICAL EXAMINATIONS

The district will pay the full cost of physical examinations required by the district and conducted by the district's school doctor.

Article 28 - DRUG/ALCOHOL TESTING

When drug and alcohol testing is required of a school bus driver, the district shall pay any and all costs associated with the implementing and conducting of such drug and alcohol tests.

1. Worker's Compensation

All unit members will be covered by the district's Worker's Compensation Insurance as follows:

- a) On the direct way to the drug alcohol test site for the prearranged test.
- b) On the direct way back to the transportation facility from the prearranged test.
- c) Unit members will not be covered if the trip to or from the test site deviates from the route(s) established by the Director of Transportation. For example, a driver returning from a drug/alcohol test and injured in McDonald's parking lot or in the Greece Mall parking lot would not be covered by the district's Workers Compensation. Other examples include a driver going home or to other employment after having taken the test.

2. Mileage Reimbursement

Unit members using their own personal vehicle to travel to the test site will be reimbursed for the direct distance to and from the Transportation Facility to the test site as determined by the Director of Transportation and at the current mileage rate as approved annually by the Board of Education. Unit members who do not return to the Transportation Facility will be reimbursed for mileage one way.

3. Pay

Unit members who are required to be tested will be paid at their regular hourly rate for the time required for the testing and the travel time, plus any non-overlapping time lost for missed assignments, as determined by the Director of Transportation.

Drivers who are required to be tested at the test site will be considered "on the clock" from the time they punch in at the Transportation Facility to leave for the testing until they return to the Transportation Facility and punch out. Drivers who go to another job directly after the testing must request and receive a written note from the test site indicating the time the testing was completed. A form for this will be provided by the transportation office. They will be paid and considered on the clock until that time.

Article 29 - PHYSICAL STANDARD ACT

As required by law, all unit members shall take the Physical Standard Test. Testing shall only be done during the work day when school is in session and all unit members shall be paid for their time at their regular hourly rate.

Article 30 - PHYSICALS, WRITTEN TESTS AND LICENSE CHECKS

Effective November 28, 2001, unit members shall be compensated at their regular hourly rate for the time that they are required to be on district grounds for driver physicals, state and federal written tests, and license checks. Unit members will be compensated for the time between their scheduled reporting time and time of task completion.

Article 31 - SOCIAL SECURITY COVERAGE

All personnel shall contribute to Social Security.

Article 32 - RETIREMENT PROVISIONS

A. New York State Retirement

All full-time unit members are required by State Law to join the NYS Employees Retirement System. Part-time unit members may elect to join the system. The Retirement System Plan shall be 75-i.

The system is set up by tiers (levels) which set forth the contribution rate, retirement age and State benefits. The membership tiers are:

Tier 1: Those persons who became members before June 30, 1973. Members are not required to contribute.

Tier 2: Those persons who became members on or after July 1, 1973. Members are not required to contribute.

Tier 3: Those persons who became members on or after July 27, 1976. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.

Tier 4: Those persons who last became members on or after September 1, 1983. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.

- B. When a unit member retires from the district, has completed at least ten (10) years of contract service in the transportation unit, and has applied for, and is eligible for retirement benefits from the New York State Employees Retirement System, the district shall pay a stipend for each day of unused accumulated sick leave as follows:

	<u>Days Accumulated</u>	<u>Dollar Amount per Accumulated Day</u>
Effective July 1, 2005	Up to 145 days	\$20 per day

A unit member who has collected this benefit under another collective bargaining agreement in the district is ineligible for this benefit.

- C. Applies to all eligible unit members: In order to be eligible for the Service Increment a unit member shall submit an irrevocable written notice of their intent to retire. For unit members who wish to retire at the end of the school year, notice must be given to the District on or before January 31 of that school year. For those unit members who wish to retire during a school year but before June 30, one hundred twenty (120) days notice must be given to the Superintendent no later than December 31 of that school year.

With the approval of the Superintendent of Schools, a unit member may rescind their notice of retirement in the event that the unit member experiences unforeseen circumstances (such as the death of a spouse), without losing their ability to apply for the Service Increment in the future.

The unit member may change their date of retirement after filing their notice of retirement should the district offer a local retirement incentive or the district adopts an Early Retirement Incentive offered by the New York State Employees Retirement System. The unit member would be allowed to amend their retirement date to fall within the window of eligibility for the local or state retirement incentive.

The Service Increment will be paid to retiring unit member within 30 days after their retirement date.

Retiring unit members must submit on, or before, their retirement date their intention to change their Tax Sheltered Annuity salary reduction or their withholding allowances, indicating in writing their intent, and submission of all appropriate forms, including a revised salary reduction agreement, maximum exclusion allowance worksheet (complete with all authorized signatures), Federal W-4 and New York State IT-2104 forms, and any other required forms. Any information received after the last date of employment will not be processed for the payment of the service increment.

Article 33 - DIRECT DEPOSIT

Effective January 1, 2002, all unit members will be required to enroll in the district's direct deposit program. One hundred (100) percent of the unit member's net paycheck will be deposited into any of the banks and/or credit unions that are members of the New York Automated Clearinghouse, an ACH participant. No unit member will receive a separate paycheck.

Article 34 - PAYROLL DISTRIBUTION

The semi-monthly payroll distribution will provide payroll on the 15th and the last business day of the month. If the 15th is a Saturday, payment will be made on Friday (the 14th). If the 15th is a Sunday, payment will be made on Monday (the 16th).

Appendix A

GRIEVANCE FORM

(Six Copies Required)

Date of Filing _____

Name(s) of Complainant (s):

School Building:

Supervisor's Name If Applicable: _____

Grievance Representative: _____

Provision of Agreement Violated: _____
(Give Article Number and Page)

Statement of Grievance: _____

Action Requested: _____

Distribution:

1. Immediate Supervisor
2. Unit member
3. Ass't. Sup't. for Business
4. Superintendent of Schools
5. Spencerport Transportation Association
6. Human Resources Director

Signature(s) of the Complainant(s):
